

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:

CUREPOINT, LLC,

Debtor.

Chapter 11

Case No. 22-56501 (PMB)

DAVID A. WENDER, in his capacity as Chapter 11 Trustee,

Plaintiff,

Adv. Pro. No. 22-05171 (PMB)

v.

CLG SERVICING LLC,

Defendant,

OBT MANAGEMENT LLC, KAREN MILLER, JEANNINE GURIAN, FRANK ANDREWS, NICOLE HELTON, ADAM GEFVERT, ROBERT LEVY and PHILIP GURIAN,

Intervenors.

STIPULATION

This Stipulation is made and entered into by and between (a) CLG Servicing LLC (“CLG”) and (b) OBT Management, LLC, Karen Miller, Jeannine Gurian, Frank Andrews, Nicole Helton, Adam Gefvert, Robert Levy, and Philip Gurian (collectively, the “Intervenors”).

Recitals

WHEREAS, on December 13, 2022, the above referenced adversary proceeding was commenced.

WHEREAS, the Plaintiff is seeking, *inter alia*, to disallow CLG's proofs of claim (Proof of Claim No. 20-1, as amended by Proof of Claim Nos. 20-2 and 20-3) (the "Proofs of Claim").

WHEREAS, the parties hereto (the "Parties") are concurrently entering into a separate escrow agreement (the "Escrow Agreement").

WHEREAS, each of the Parties desires to enter into and be bound by this Stipulation.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals are incorporated herein by reference.
2. The Parties shall instruct the Plaintiff to pay any amounts to be paid on account of the Proofs of Claim or any other proofs of claim to be filed by CLG in Curepoint, LLC's Chapter 11 bankruptcy case, styled as *In re: Curepoint, LLC* and pending under Case No. 22-56501 (PMB) in the United States Bankruptcy Court for the Northern District of Georgia, to Pryor Cashman LLP. Said sums shall be placed in a Pryor Cashman LLP trust account and shall be subject to the terms of the Escrow Agreement.
3. The Parties shall seek the entry of an Order of the Bankruptcy Court approving this Stipulation and directing the Plaintiff to pay any amounts to be paid on account of the Proofs of Claim to Pryor Cashman LLP. However, notwithstanding the foregoing, this Stipulation is immediately binding upon the Parties, even if the Bankruptcy Court does not approve this Stipulation.

4. Except as expressly provided in this Stipulation, nothing herein shall be a waiver, admission, release, or other resolution of any disputes between CLG and the Intervenors.

– END OF DOCUMENT –

PREPARED AND PRESENTED BY:

/s/ Thomas E. Austin, Jr.
Thomas E. Austin, Jr.
Georgia Bar No. 028835
Thomas E. Austin, Jr., LLC
2625 Piedmont Road, N.E.
Suite 56-330
Atlanta, Georgia 30324-3086
(404) 814-3755
taustin@taustinlaw.com

and

PRYOR CASHMAN LLP
Ronald S. Beacher (admitted *Pro Hac Vice*)
Sameer M. Alifarag (admitted *Pro Hac Vice*)
7 Times Square
New York, New York 10036-6569
(212) 421-4100
rbeacher@pryorcashman.com
salifarag@pryorcashman.com

Counsel to the Movants

/s/ Justin M. Gillman
Justin M. Gillman, Esq.
Gillman, Bruton & Capone, LLC
770 Amboy Avenue
Edison, New Jersey 08837
(732) 661-1664
jgillman@gbclawgroup.com

Counsel to Defendant CLG Servicing LLC